

Wiechers Made a Contract —And the Woman Paid

MARY MURPHY THOUGHT SHE WAS BUYING A HOUSE IN THE COUNTRY

What She Did Buy Was Only a Contract. Now She Has Lost Her Home and Her Labor—and Her Hope. The Wiechers Have Her Money—but It Is All Strictly Legal, Mind You. Perhaps, in the Greater Reckoning, Matters Will Be Straightened Out, but Meanwhile Mary Is Ending Her Days in a Tenement.

By SAMUEL HOPKINS ADAMS.

This is the story of a strictly legal transaction. Its legality is proven by unimpeachable documents, couched in exact terms. Even the verbiage is legal. There is a "party of the first part," the Adolph Wiechers Realty Company, and a "party of the second part," Mary Murphy, and a duly qualified lawyer to certify it all correct. And if back of it there is a history of catastrophe and ruin—petty catastrophe, to be sure, and ruin reckoned in figures so small as to be of no practical concern to any but the victim—it is nevertheless reassuring to realize that it was all entirely and strictly legal.

The principal personages of this minute financial drama are Mary Murphy and Adolph Wiechers. Mary Murphy is an old woman of forty-two. She lives in a rather grim tenement. Toil has broken her. Adolph Wiechers is a man still young at an age considerably greater than Mary Murphy's. He lives on West End Avenue and has a country place at Ronkonkoma, L. I. He is president of the Adolph Wiechers Realty Co., wherein his son, Adolph Wiechers, Jr., is associated with him. Fat living has kept them sleek. Mary Murphy is one of the contributors to the living. She contributed \$500. She didn't know that she was contributing. She thought that she was buying a home for herself and the little destitute adopted niece who lives with her. What she was really buying was a contract. It is a strictly legal contract, as will be seen presently. No court can touch it. That is why I am going quite beyond the ordinary scope of The Tribune Bureau of Investigations to describe it and its workings, in the hope that publicity may inform others concerning the Wiechers methods and, incidentally, mete out to them some slight measure of extra-legal justice.

When Mary Murphy first encountered the Wiechers she lived in a \$9-a-month tenement at 10th avenue and 55th street. From childhood she has been a grubber. Her father was paralyzed and blind. Her mother was a factory hand. Later there was the little relative to care for. Mary did the caring. She was a "casual," working where she could get jobs; in factories, in packing houses, in the cellar departments of the big stores. Finally the washtub claimed and chained her. Through it all she kept decent, and—wonder of wonders!—hopeful. The mainstay of her hope was \$500 left after her mother's death, saved out of fourteen years slaving in a carpet factory. Mary put it in the bank. There it drew interest until one day Mary read in the Evening Telegram an investment advertisement, in the classified columns.

(And, incidentally, I believe in my heart that if the amount of hell's own work done by those Evening Telegram columns could be known, not even James Gordon Bennett would accept the money wrung by them from the cheated hopes of the poor.)

"A Working Man's Grand Opportunity" the advertisement was headed, and it went on to say that a private party would sell on easy terms a delightful and cheap home in the country, where a workingman with a little money could spend his declining years in comfort and peace. In response to it Mary called at the Wiechers' West End Avenue house, supposing, in her simple faith in print, that she was dealing with a private person. She knew nothing of the character of the Evening Telegram's money-trap columns. Why should she? And she knew nothing of the character of the Wiechers' business. How could she? To her the two Wiechers appeared as suave, obliging and courteous gentlemen, who were ready to sell her a desirable lot in Smithtown, L. I., on the most obliging terms. They assured her that Smithtown fairly bloomed with opportunities for a washerwoman to get work at good prices—oh, much better than city prices—and that she would be saving all her city rentals and putting the money into her own property; establishing a healthful, happy home for her old age, etc., etc. Only after she had drawn from the bank her entire \$500 and the interest did she discover that she was dealing with a real estate company. Whatever misgivings developed were soothed by the persuasive Wiechers. They assured her that they themselves would give her plenty of work; that washing enough to keep her busy seven days in the week—if she were willing to do it all—would be waiting for her. As for the moving, that would cost her only \$12. If it were more they would pay the difference.

So Mary paid over her \$500, on account of \$1,375, the balance to be paid \$10 monthly, and received in return—a contract. What really worked the undoing of Mary Murphy was a clause in that contract, perfectly legal in itself and which if properly understood by the parties making it and justly availed of might work no injustice, as has been true in many another case of the use of this time-stained though law-supported clause. But Mary Murphy did not know that it was there and would not have understood its legal effect if she had.

To state it in non-legal terms, it provided that if Mary Murphy failed to make any monthly payment by the first of the next month the Adolph Wiechers Realty Company got her \$500, plus what instalments she had already paid. Mary got nothing. As a point of interest it may be noted that the Wiechers were selling Mary Murphy a lot with a house on it. Yet there is no mention of that house in the agreement to sell. Mary never read the agreement at all. Probably she would not have understood it if she had. And, anyway, she trusted the generous gentlemen with whom she dealt.

The rest of the story is short, if not sweet. The moving cost Mary \$26.40. She reminded the Wiechers of their promise of help. They smiled it away. The house was a ramshackle building rendered unfit for occupancy because of a leaky roof. Also the ceilings had fallen. Ceilings will when the roof lets in the rain. Mary applied to have the roof mended. The Wiechers said she must pay for it; \$60. All quite right and legal. But Mary hadn't the \$60. The roof continued to leak.

The Wiechers did give her their washing, as promised; a heavy washing, which took her three days in the week to do. They reckoned it as two days' work at \$1.50 a day. When the bill reached, \$12 they urged her to let it apply on payments on

the house. She did. Subsequently she applied \$21 more in the same way. She thought it was on her house. The Wiechers must have enjoyed a laugh over that. All perfectly legal, too.

Of course, there was no such return for her industry in the locality as to enable her to make a living and the required payments also. And if she could have done so there were unnoticed clauses binding her to pay interest semi-annually, to keep the buildings "in any way in good repair and paint," to pay fire insurance; also to plant and maintain "a good, live California privet hedge." Legal, absolutely legal! But where was Mary Murphy to get a good, live California privet hedge? And how maintain it with work scarce and pay being turned in on the payments on her (1) property?

Of course, it happened. It was bound to happen. It was even foreseen to happen; look at the perfectly legal contract! Mary fell behind. She lost her home. She lost her \$500. She lost her instalments. She lost her labor. The Wiechers got it all.

Mary is back in the tenement now, trying to support herself and the little dependent girl. It isn't as pleasant there as it was in the Long Island home. Mary thinks it hard that she should have had to give it up and lose her money. She wrote to The Tribune to state her belief that it is hard. Perhaps it is hard. But it is legal; strictly legal. This on the authority of an experienced lawyer, Louis E. Swarts, of 31 East 42d Street, who acts for the Wiechers in the matter. He has made a careful protective study of the situation and is confident that his client is on firm ground. He writes:

"I have taken up this matter with several attorneys and explained the situation to them, exhibiting the papers in the case to them, and they have thereupon decided to take no action upon the same."

Believing, as I do, that most lawyers are human, I should like to know what Mr. Swarts, business apart, really thinks of that contract between his client and Mary Murphy.

Mary will probably finish her days in the tenement. Strange as it may seem, she appears to have suffered a lapse of ambition and hope. She hardly expects at her age to be able to save enough, while supporting herself and the little girl, to buy another place in the country. She wishes she might. Mary likes the country. And tenement life is harsh in summer. She doesn't quite understand why it is that she can have neither the place that Mr. Wiechers agreed to sell her nor her money back. It is wasted time and consolation to assure her that the transaction was well within the law. Mary's opinion of the law is regrettable.

As for the Wiechers, father and son, I can devise no words suitable to portray gentlemen so candid and law-abiding. But my memory is better than my invention, and I recall an early Kipling poem dealing with the fate (strictly legal, be it noted) of a helpless human pawn, sacrificed by the Powers that Be, in India; and the final verse with its appeal to the eternal justice that is above all courts.

"And when the Last Great Bugle-Call

Adown the Huma! throbs,

When the last grim joke is entered

In the big black Book of Jobs,

And Quetta graveyards give again

Their victims to the air,

I shouldn't like to be the man

Who sent Jack Barrett there."

Poetically, Long Island is an unromantic locality to substitute for the Hindustan of Kipling; and "Mary Murphy" in place of "Jack Barrett" will not improve the metre. But, geography and poesy apart, the Wiechers might read the change into the verse without altering the essential purport. Here and now, their position is secure, impregnable. The law supports them. But when the Greater Reckoning is called and man-made legalities and technicalities are chaff before the coursing winds of the Mightier Justice, how much weight as against Mary Murphy and her withered life and labor and hope will attach to that eminently sound clause of the Wiechers' "agreement" which took away her home and her savings and left her a barren sheet of stamped paper—strictly legal!

ROADS COUNTER IN WAGE PARLEY

Insist on General Discussion of Contracts Before Decision.

At the conference in the Engineering Societies Building leaders of the four brotherhoods of railroad employees and representatives of the railroads yesterday began the discussion of the men's demands for an eight-hour work day and higher wages.

The session was marked by a counter proposal, made by Elisha Lee, chairman of the National General Conference Committee of the Railways and assistant general manager of the Pennsylvania Railroad. When the men's demands were presented to the railroads individually on March 30 the employees' organizations announced that they did not propose to discuss any other provisions of the present contracts except those specifically affected by their demands. The railroads replied that they would insist on a discussion of the rules and regulations interwoven in the present rate structure and any provisions in the schedule contracts affected by the demands. This insistence was reiterated yesterday.

Mr. Lee said: "The railroads have no desire to change either the existing rates of pay or the working rules, nor to reduce the earning possibilities of the employees under their existing laws, but inasmuch as your proposals contemplate fundamental changes in operating methods and practices on which the schedules have been built up, this committee reiterates that, in connection with and as a part of the consideration and disposition of your proposals, there shall be open for consideration and disposition those provisions in the schedules or practices thereunder governing compensation in the classes of service affected by your proposals or those in conflict with the principles as they apply to such classes."

He then gave the principles, as follows: "No double compensation for the same time or service; the same classification for the purposes of compensation to be applied to all members of a train and engine crew; two or more differently paid classes of service performed in the same day or trip to be paid proportionate rates, according to class of service, with not less than a minimum day for the combined service."

Comparison of the rates of compensation under the present schedule and those which would exist under the

schedule proposed by the men took up the greater part of the session.

N. Y. Law Juniors to Meet.

"Junior Evening," an annual event with junior classes at New York Law School, will be celebrated Saturday night, June 10, at Reisenweber's by the class of 1916. Among the guests will be Dean Chase, Professor Israel Washburn, Professor Carr and Professor Hart. Justice Clarence J. Shearn and Justice Crane will speak. Officers of the class are: President, Joseph L. Greenberg; vice-president, George J. Carr; secretary, Louis J. Hart; treasurer, George Zinovov; Louis J. Weber, George J. Carr, William Granlee, Nathaniel J. Palmer and Louis Immerman are in charge of "Junior Evening."

"Dixie Weaves"

Sounds cool, doesn't it?

And they're mighty well named—these light, all-wool Tropical Fabrics that have been tailored so faultlessly into smart Summer Clothes by

Hart Schaffner & Marx

You're bound to like them—when Broadway becomes the Torrid Zone—they're so stylish; and hold their shape so well.

Priced \$12.50 to \$20.

Wallach Bros.

Broadway, below Chambers St.
Broadway, Cor. 29th St.
Times Bldg., Cor. 12th St. & N. Y. Open
246-248 West 121st St. Evenings.

The
Following
Offerings
on Sale Both
MONDAY
and
TUESDAY.

HEARN

Fourteenth Street

West of Fifth Avenue

The
Largest Wash
Dress Fabrics Dept.
in the World Invites
inspection of its
Wonderful Stocks
Lowest Prices.

TWENTY-SECOND JUNE SALE

Are You Taking Advantage of Its Economies?
APPAREL and UNDERMUSLINS for Women

APPAREL and UNDERMUSLINS for Misses and Girls

APPAREL and FURNISHINGS for Boys and Young Men

APPAREL and UNDERWEAR for Babies and Wee Tots

AT SPECIALLY LOWERED "SALE" PRICES

TWENTY-SECOND JUNE SALE OF UNDERMUSLINS

for Women and Children

Extra Size Underwear, as well as Satin and Crepe de Chine, are included in this Sale.

EACH SALE means former customers returning and new customers gained. EACH SALE has a cumulative force that makes every sale here a success and brings us a constantly increasing trade.

Its offerings arouse interest and its values make purchasers of those who come to look—To-morrow, new, fresh assortments at each price and BETTER VALUES than ever—Come and see for yourself.

Night Dresses—Embroidery

trim'd neck—reg. 49 and 59...38

Night Dresses—Nainsook and

Cambrie—V, round or high—

lace or emb'y—reg. 64

Night Dresses—Cambrie, Nainsook,

Muslin, also colored novelty

effects—variously trim'd with

lace, embroidery and ribbon—

reg. 98 and 129...87

Night Dresses—Lace yoke and

bolero front and back, also

several other exceptionally

pretty models—were \$139...138

Night Dresses—Nainsook—charm-

ing Empire, yoke and bolero

styles—some trim'd front and

back—ribbon bows and rosettes

Special...195

Night Dresses—Nainsook—

elaborate trim of Shadow Val—

square neck—ribbon rosettes—

value \$398...294

Night Dresses—Extremely dainty—

lace yoke and sleeves—Swiss

embroidery—also flesh tint Batiste

—r. r. \$598...490

Nainsook Combinations—Yokes of

lace and emb'y—reg. 79...64

Combinations—Nainsook—waist

or Princess styles—yoke or front

entirely of lace insert and

embroidery—special...94

Combinations—Entire waist front

and back of lace and embroidered

organdy inserts—trim'd skirt

of drawers—special...190

Envelope Chemises—Nainsook—

lace or emb'y—reg. 49...36

Chemises—Regular and envelope

styles—trim of embroidery

trim'd—special...56

Extra Size Corset Covers—Good

muslin—high neck, tight fitting—

reg. 29...21

Extra Size Corset Covers—Cambrie

yoke of several rows of lace and

ribbon front and back—reg. 44 to 52—Special...48

Extra Size Drawers—full cut—

H. S. hem—reg. 39...28

Extra Size Drawers—Cambrie—

ruffle, wide emb'y and tucks...48

Extra Size Drawers—Nainsook—

fancy laces, ribbons or em-

broidery—value 79...68

Extra Size Night Dresses—Cambrie

emb'y trim'd—reg. 59 and 69...47

Extra Size Night Dresses—

round, V or high—lace or

emb'y—Special...79

Extra Size Petticoats—Cambrie—

deep flounces of Val, lace in new

designs or wide embroidery—

reg. 198...174

Representative Sale Values in Pink Undermuslins Also.

Remarkable Showing of Fine Cretonnes

Equal in effects to foreign at \$1.00 and \$1.50 a yard—

"Made-in-America" kinds, at...25

We anticipated our needs months and months ago and now have the most

complete stock of cretonnes in Greater New York—They comprise bril-

liant florals, desirable shadow printings, pastel colorings, smart black and

white with floral overlays, also English Chintz and wall paper designs.

These worth-while offerings also:—

Serims—Another purchase of high

grade Curtain Serim—double

borders—Jacquards, hemstitched,

Mexican drawn work and other

Novelty borders—

value 35 and 39...24

Art Denims—Yarn dyed—for

draperies and coverings—Spec. 23

Less than to-day's wholesale cost.

Special Purchase—

Imported Sunfast Draperies—

Value 98...79

New Madras effects, sea greens, rose

tints, wood and golden browns,

gobelin, marine and Hague blues—

double width.

Special Purchase of

Plain Art Taffetas and Dimities,

Rose, Nile, old gold, blue and other

desirable tints—value 39...29

Belgian Stripe Slip Coverings—

Solid tones or colored stripes—high

linen finish—15 styles—Special 12 1/2

50-inch Slip Coverings—Colored

and tan stripes—value 55...45

Remnants of Fine Voiles—Mill

Accumulations—50 inches wide—

every desirable color—1 1/2 to 3 yds.

long—for Sofa Pillows, Odd

Chairs, Etc. Value by piece \$1.50

to \$2.50 yd.—yd...98

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—

emb'y or lace trim'd yoke—

ribbon run—2 to 16 yrs...58

Children's Night Dresses—cambrie—